



**CITY OF LODI  
COUNCIL COMMUNICATION**

M

**AGENDA TITLE:** Approve Specifications and Authorize Advertisement for Bids for Maintenance of the Lodi Consolidated Landscape Assessment District 2003-1, Fiscal Year 2008/09

**MEETING DATE:** March 5, 2008

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Approve specifications and authorize advertisement for bids for maintenance of the Lodi Consolidated Landscape Maintenance Assessment District 2003-1 for Fiscal Year 2008/09, July 1, 2008 through June 30, 2009.

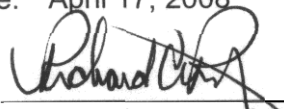
**BACKGROUND INFORMATION:** This project provides for the contract landscape maintenance of the Lodi Consolidated Landscape Maintenance Assessment District 2003-1. This contract will cover **Zones** 1, 2, 5, and 6. (Other zones do not have landscaping to maintain.) The current contract is just under \$25,000, but the current contractor has struggled to meet their contractual obligations over the past year. The new contract estimate may be as much as \$70,000 for 12 months. The maintenance work covered under this contract is limited to **the** landscape and irrigation improvements along the reverse frontage areas of the subdivisions in these zones. The assessment costs for the maintenance zones were based on weekly maintenance.

Specifications are on file in the Public Works Department.

**FISCAL IMPACT:** The money for this maintenance contract is provided by the various assessment revenue accounts of Lodi Consolidated Landscape Maintenance Assessment District 2003-1 and does not come out of the General Fund.

**FUNDING AVAILABLE:** Funding comes from Lodi Consolidated Landscape Maintenance Assessment District 2003-1 various assessment revenue accounts.

Project Estimate: \$70,000  
Budgeted: 2008109 fiscal year  
Planned Bid Opening Date: April 17, 2008

  
\_\_\_\_\_  
Richard C. Prima, Jr.  
Public Works Director

Prepared by Curt Juran, Assistant Streets and Drainage Manager  
RCP/GMB/CJ/dsg

cc: F. Wally Sandelin, City Engineer/Deputy Public Works Director  
George M. Bradley, Streets & Drainage Manager

**APPROVED:**   
\_\_\_\_\_  
Blair King, City Manager

**E-5**

**CITY OF LODI**

**PUBLIC WORKS DEPARTMENT**

**SPECIFICATIONS  
FOR  
MAINTENANCE OF  
LODI CONSOLIDATED LANDSCAPE ASSESSMENT  
DISTRICT 2003-1, 2008/2009  
CITY OF LODI**

**MARCH 2000**

**SET NO. \_\_\_\_\_**

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**CITY OF LODI, CALIFORNIA**

The City of Lodi hereby invites sealed proposals for Maintenance of Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, 2008-2009, City of Lodi. The contract documents are available at the office of the Streets & Drainage Manager, Public Works Department, Municipal Service Center, 1331 South Ham Lane, Lodi, California, 95242, Telephone (209) 333-6740.

Sealed proposals, clearly marked "Maintenance of Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, 2008-2009" shall be delivered to the Purchasing Agent/Budget Manager, Lodi City Hall Annex, 300 West Pine Street, P.O. Box 3006, Lodi, California, 95241-1910, until

11:00 a.m. on Thursday March 27, 2008.

At that time, the proposals will be publicly opened and read in Lodi City Hall in the Public Works Conference Room for performing the following described work.

The length of the contract will be twelve (12) months, starting July 1, 2008 and ending June 30, 2009. The work consists of maintaining 27 items located in six (6) City Consolidated Landscape Maintenance Assessment District zones, and other incidental and related work as described in the Specifications. Additional zones may be added to this contract depending on the completion of new developments.

In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.8, apprenticeship or other training programs authorized by Section 3093 and similar purposes applicable to the work to be done. Said wages are available through the Public Works Department, City of Lodi, City Hall, Lodi, California, 95240. The Contractor and any subcontractor shall pay each employee engaged in the trade or occupation not less than the hourly wage rate. As the wage determination for each craft reflects an expiration date, it shall be the responsibility of the prime contractor and each subcontractor to insure that the prevailing wage rates of concern are current and paid to the employee.

The Contractor shall make travel and subsistence payments to each worker needed to execute the work as such travel and subsistence payments are defined in the applicable collective bargaining agreements in accordance with Section 1773.8 of the Labor Code.

If a craft or classification used on the project is not shown on the wage determination, the Contractor may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations.

The City of Lodi hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

For any monies earned by the Contractor and withheld by the City of Lodi to ensure the performance of the contract, the Contractor may, at Contractor's request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Chapter 13 (commencing with Section 4590), Division 5, Title 1 of the Government Code of the State of California.

The contract documents are available at the office of the Streets & Drainage Manager, Public Works Department, Municipal Service Center, 1331 South Ham Lane, Lodi, California, 95242, Telephone (209) 333-6740, FAX (209) 333-6841.

No bid will be considered unless it is submitted on a proposal form furnished by the City of Lodi.

The prime contractor on this project shall possess a valid State of California **Class C-27** contractor's license and a valid State of California PCO or QAL license for landscape maintenance, Category B.

The City Council reserves the right to reject any or all bids and to waive any informality in any bid, to accept other than the lowest bid, or not to award the bid.

Reference is hereby made to said specifications for further details, which specifications and this notice shall be considered part of any contract made pursuant thereto.

By Order of the City Council

Randi Johl  
City Clerk

## 2.100 BID OPENING

The Purchasing Agent/Budget Manager will receive sealed bids at Lodi City Hall Annex, 300 West Pine Street, Lodi, California, 95240, until the time for opening bids as noted in the "Notice Inviting Bids". Bidders or their authorized representatives are invited to be present.

The proposal shall be submitted as directed in the "Notice Inviting Bids" under sealed cover, plainly marked as a proposal and identifying the project to which the proposal relates and the date of the bid opening therefore. Proposals which are not properly marked may be disregarded. Only proposals actually received by the Purchasing Agent/Budget Manager by the time set for the bid opening will be accepted.

## 2.200 EXAMINATION OF CONTRACT DOCUMENTS AND SITE OF WORK

The Bidder is required to examine carefully the sites, Information to Bidders, Bid Proposal, Contract, and Special Provisions, and it will be assumed that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished and as to the requirements of the Special Provisions and the Contract. It is mutually agreed that submission of a bid proposal shall be considered prima facie evidence that the Bidder has made such examination.

If omissions, discrepancies or apparent errors are found in the specifications prior to the date of bid opening, the bidder shall submit a written request for a clarification, which will be given in the form of addenda to all bidders if time permits.

## 2.300 REGISTRATION OF CONTRACTORS

Before submitting bids, contractors shall be licensed in California in accordance with the provisions of Chapter 9 of Division III of the Business and Professions Code to perform work as specified in the Specifications.

## 2.400 BIDDING DOCUMENTS

- A. Proposal Form - All proposals must be made on the forms provided with this set of specifications. Bids not presented in this form shall be disregarded. All proposals must be signed by the bidder. If the bidder is a corporation, the corporation's seal must be used.

Each proposal shall include all addenda or clarifications issued during the bidding period acknowledged by the bidder's signature thereon. Failure to so include or acknowledge an addendum or clarification will result in the proposal being rejected as not responsive.

- B. List of Proposed Subcontractors - Any subcontractor doing work in excess of 1/2 of 1 percent of the total contract price shall be designated on the form provided in accordance with Section 4100 et seq. of the Government Code.
- C. Bidder's Guarantee - All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's check, certified check, or bidder's bond, made payable to the City of Lodi, for an amount equal to at least ten percent of the amount of said bid, and no bid shall be considered unless such cash, cashier's check, certified check or bidder's bond is enclosed therewith.

All bidder's guarantees will be returned to the respective bidders after the contract has been awarded, except for those bid guarantees of bidders who may be given further consideration if the low bidder does not elect to execute the contract. After the award, if the Contractor awarded the bid does not execute the contract, the bidder's guarantee will be forfeited. All bidder guarantees of unsuccessful bidders will be returned upon receiving the executed contract.

## 2.500 REJECTION OF PROPOSALS CONTAINING ALTERATIONS, ERASURES OR IRREGULARITIES

Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures or irregularities of any kind.

The City of Lodi reserves the right to reject any and all proposals.

## 2.600 PREVAILING WAGE RATE/LABOR CODE REQUIREMENTS

- A. Prevailing Wage Rates - Bidders are notified that the contractor to whom the contract is awarded, and any subcontractor under them, must pay the general prevailing wage rates as ascertained from time to time by resolution of the City Council. In accordance with the provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.8, apprenticeship or other training programs authorized by Section 3039, and similar purposes applicable to the work to be done. Said rates are available through the Public Works Department, City of Lodi, City Hall, 221 West Pine Street, Lodi, California, 95240.

The contractor performing the work shall be responsible for obtaining a copy of the State wage rate determination. The contractor shall be responsible for posting said wage rate at a prominent location at the work site and shall maintain same in a good, readable condition for the duration of the work. In those projects where Federal funds are involved, as indicated by the inclusion of Federal wage determinations in the project "Instructions to Bidders", the minimum wages to be paid shall be the highest of either the State or Federal prevailing wage rates.

Should the contractor choose to work on a Saturday, Sunday or on a holiday recognized by the Labor Unions, the contractor shall reimburse the City of Lodi the actual cost of engineering, inspection, superintendence, and/or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the City, reimbursement will not be required.

- B. Payroll Records - The prime contractor to whom the contract is awarded shall insure that they and each subcontractor will, in accordance with Section 1776 of the Labor Code, maintain certified payroll records. It shall be the prime's responsibility to obtain copies of the current prevailing wage rate determination for all subcontractors. The contractor shall submit copies of all weekly payrolls to the Engineer.

C. Apprenticeship Standards - The prime contractor shall comply with the provisions established in Section 1777.5 of the Labor Code concerning the 1) certified approval by local joint apprenticeship committees for the employment and training of apprentices, and 2) contribution of funds to administrate and conduct apprenticeship programs.

D. Labor Code Section 1776

1. Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.
2. The payroll records enumerated under subdivision (1) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
  - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
  - b. A certified copy of all payroll records enumerated in subdivision (1) shall be made available for inspection or furnished upon request to the City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
  - c. A certified copy of all payroll records enumerated in subdivision (1) shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph 1), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.
3. Each contractor shall file a certified copy of the records enumerated in subdivision (1) with the entity that requested the records within 10 days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or performing the contract shall not be marked or obliterated.
5. The contractor shall inform the City of the location of the records enumerated under subdivision (1), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.



6. In the event of noncompliance with the requirements of this section, the contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the contractor must comply with this section. Should noncompliance ~~still~~ be evident after the 10-day period, the contractor shall, as a penalty to the State or political subdivision on whose behalf the contract is made or awarded, forfeit fifty dollars (\$50) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

## 2.700 AWARD OF CONTRACT

The award of the contract, if it be awarded, will be to the lowest responsible Bidder whose bid proposal complies with all the requirements described.

In case of tie bids, the tie will be broken by a **coin toss**, conducted by the City Purchasing Agent. The bidders will be notified and may be present.

"Lowest responsible bidder" refers to not only the attribute of trustworthiness, but also to the quality, fitness, and capacity of the low monetary bidder to satisfactorily perform the proposed work. If the Council determines to award a contract to other than the lowest monetary bidder, the City shall:

- Notify the lowest monetary bidder;
- Give the lowest monetary bidder an opportunity to know the reason why he/she is not considered the lowest responsible bidder;
- Give the lowest monetary bidder an opportunity to ask for a pre-award hearing before the City Council.

Where alternative bids are received, the City Council reserves the right to select the bid most advantageous to the City. The award, if made, will be made within forty-five (45) days **after** opening of the bids. **All** bids will be compared on the basis of the Superintendent's Estimate of quantities of work to be done.

## 2.800 EXECUTION ~~OF~~ CONTRACT

The contract shall be signed by the successful Bidder and returned, together with the contract bonds, within ten (10) working days after the Bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the City until the execution of the contract.

Failure to execute a contract and file acceptable bonds as provided herein within ten (10) working days after the Bidder has received notice that the contract has been awarded shall be just cause for the annulment of the award and the forfeiture of the proposal deposit. The City may elect to adjust the start of working days as described in Section 6-04.03 to account for delays in executing the contract.

The successful bidder acknowledges, upon signing the contract, that the time of completion of the contract is reasonable.

## 2.900 CONTRACT BONDS

The Contractor shall furnish a good and sufficient bond:

- A faithful performance bond in the amount of 100 percent of the contract price; ~~and~~
- ~~A labor and materials bond in the amount of 50 percent of the contract price in the event subcontractors are used by the Contractor.~~

This bond will be required at the time the signed contract is returned to the City.

## 2.1000 NOTIFICATION OF SURETY COMPANIES

The surety companies shall familiarize themselves with all the provisions and conditions of the contract. It is understood and agreed that they waive the right of special notification of any modifications or alterations, omissions or reductions, extra or additional work, extensions of time or any other act or acts by the City of Lodi or its authorized agents under the terms of the contract; and failure to so notify the surety companies of such changes shall in no way relieve the surety or sureties of their obligations under this contract.

## 2.1100 INSURANCE CERTIFICATE

The Contractor shall furnish a certificate of insurance to the City of Lodi in accordance with Section 5.2.4, "Public Liability and Property Damage Insurance". and Section 5.2.2.3, "Workers Compensation Insurance", of the Special Provisions at the time the signed contract is returned to the City. Insurance may also be purchased through the Service Providers, Artisan and Trade Activities, (S.P.A.R.T.A.) Program. Information available at <http://www.2sparta.com/Sparta.asp> or calling 1-800-420-0555.

## 2.1200 WORKERS COMPENSATION INSURANCE

The Contractor shall carry full Worker's Compensation Insurance coverage for all persons employed in carrying out the work, including subcontractor's employees, under this contract in accordance with the "Worker's Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any acts amendatory thereof.

## 2.1300 BID EVALUATION

The lowest responsible bidder will be determined, as follows:

- The bid price to be all inclusive, i.e., labor, overheads, supervision, equipment, disposal costs, fees, licenses, etc., all to be included;

- and consideration given to the ability, capacity, skill, character, integrity, reputation, experience and efficiency of the bidder; and
- the quality and condition of the equipment and tools to be provided by the bidder.

## 2.1400 REFERENCES

The bidder shall submit with the bid at least two **(2)** satisfactory references with completed bid documents from other agencies for which the bidder has performed landscape maintenance of equal scale to the City of Lodi contract. References shall be no more than two (2) years old. References shall include agency name and address, **scope** of contract, and current phone numbers for the contract administrator. Contract may be rejected in the case of unsatisfactory character references, fallacious information, or non-submittal of references.

CITY OF LODI, CALIFORNIA

Date: April 2008

TO: The Lodi City Council  
Lodi City Hall Annex  
300 West Pine Street  
P.O. Box 3006  
Lodi, CA 95241-1910

The undersigned declares that the site has been carefully examined; Information to Bidders, Contract, and Special Provisions for the construction of various items required for the above-named project and submits this schedule of prices by site for the items within each district of the bid.

If awarded the Contract, the undersigned agrees to furnish all labor, material and equipment necessary to complete said work for this project, excepting those items supplied by the City of Lodi, in strict accordance with the Information to Bidders, Special Provisions and Contract form adopted for the same and the requirements under them of the Engineer, and will take in full payment therefore the following unit and total prices, to-wit:

Perform the work necessary to maintain 27 items located in six (6) Lodi Consolidated Landscape Maintenance Assessment District 2003-1 zones and other incidental and related work in accordance with these specifications. All sites will be visited on a weekly basis. The areas to be maintained are shown in the Appendix of the Specifications for Maintenance of Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, 2008-2009. Additional zones may be added to this contract depending on the completion of new developments.

ITEM	MAINTENANCE OF ASSESSMENT DISTRICT LANDSCAPE AREAS BASED ON WEEKLY SERVICE			BID PRICE - INDIVIDUAL ITEM PER WEEK				WEEKLY TOTAL PER SITE
	SITE	DESCRIPTION & LOCATION	Square Feet	PRUNING AS NEEDED	WEED CONTROL	LITTER PICKUP	IRRIGATION MAINTENANCE	
1	R2020	N/W Stockton St and Almond Dr	16,470					
2	R2022	N side of Almond Dr E/O Stockton St	4,950					
3	R2014	Traffic Circle - Cherrywood	1,256					
4	T1591	N side of Harney Ln - Poppy Dr to west end	14,850					
5	T1594	N side of Harney Ln - Poppy Dr to east end	9,787					
6	T1298	N side of Harney Ln - Legacy Wy to west end	12,825					
7	T1349	West side of Mills Av - Harney Ln to Wyndam w y	7,965					
8	T1399	Harney Ln - Mills Av to west end	7,087					
9	T2182	Harney Ln - Panzani Wy to Porta Rosa Wy	1,020					
0	T2194	Harney Ln - Panzani Wy to Cherokee Ln	14,981					
1	T2176	West side of Cherokee Ln - Harney Ln to north end	20,650					

It a	MAINTENANCE OF ASSESSMENT DISTRICT LANDSCAPE AREAS BASED ON WEEKLY SERVICE		Square Feet					WEEKLY TOTAL PER SITE
	SITE	DESCRIPTION & LOCATION		PRUNING AS NEEDED	WEED CONTROL	LITTER PICKUP	IRRIGATION MAINTENANCE	
12	T2153	Villas common drives – Via Marco Ln	2,880	NA			NA	
13	T2157	Villas common drives – Corfino Ln	2,880	NA			NA	
14	T2164	Villas common drives – Massarosa Ln east	2,880	NA			NA	
15	T2163	Villas common drives – Massarosa Ln west	2,880	NA			NA	
16	T2173	Villas common drives – San Pietro Ln	2,880	NA			NA	
17	T2175	Villas common drives – Felino Ln	2,880	NA			NA	
18	T2166	Villas common drives – Palazzo Ln	2,880	NA			NA	
19	T2183	Villas common drives – Vallini Ln	2,880	NA			NA	
20	T2184	Villas common drives – Marano Ln	2,880	NA			NA	
21	T2185	Villas common drives – Mercato Ln	2,880	NA			NA	
22	T1300	Walkway – Katnich to Wyndham	5625					
23	T1200	Lower Sacramento Road – Vintage Oaks to north end	1,701					
25	T1210	Lower Sacramento Road – Vintage Oaks to south end	1,701					
26	T1109	Lower Sacramento Road – Center median east half fronting subdivision	2,394					

	MAINTENANCE OF ASSESSMENT DISTRICT LANDSCAPE AREAS BASED ON WEEKLY SERVICE				BID PRICE -INDIVIDUAL ITEM PER WEEK				
ITEM	SITE	DESCRIPTION & LOCATION	Square Feet	PRUNING AS NEEDED	WEED CONTROL	LITTER PICKUP	IRRIGATION MAINTENANCE	WEEKLY TOTAL PER	
27	T1396	Harney Lane – E/O Legacy Wy to east end	9,112						
				PRUNING AS NEEDED	WEED CONTROL	LITTER PICKUP	IRRIGATION MAINTENANCE		
		Weekly Totals							
ANNUALIZED COST BASED ON ONE VISIT PER WEEK (52 Weeks)								GRANDTOTAL	\$

RF=REVERSE FRONTAGE

References must be submitted with bid proposal as described in Section 2.1400.

It is understood that no verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations of this Bid Proposal.

It is understood that the City will not be responsible for any errors or omissions on the part of the undersigned in making up the bid, nor will bidders be released on account of errors.

The undersigned declares that the only person or persons interested in the proposal as principal or principals is or are the undersigned, and that no person other than the undersigned has any interest in this Bid Proposal or in the contract proposed to be taken; that this proposal is made without any connection with any other person or persons making a bid or proposal for the same purpose; that the proposal is in all respects fair and in good faith and without collusion or fraud; that no City Officer, either elected or appointed, and no City Employee is, shall be or become directly or indirectly interested as principal or principals in this Bid Proposal or in the contract proposed to be made, or in the supplies, work or business to which it relates or in any portions of the profits thereof.

All representations made herein are true and are made under penalty of perjury.

The undersigned is licensed in accordance with the laws of the State of California,  
License No. \_\_\_\_\_, Classification \_\_\_\_\_, License Expiration Date \_\_\_\_\_

Federal Contractor/Employer I.D. No. \_\_\_\_\_

\_\_\_\_\_  
Bidder

Dated: \_\_\_\_\_ 2008

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

TYPE OF ORGANIZATION  
Individual, Partnership or Corporation

(Affix Corporate Seal if Corporation)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_

(  
\_\_\_\_\_  
FAX Number





THIS CONTRACT, made by and between the CITY OF LODI, State of California, herein referred to as "City" and \_\_\_\_\_ herein referred to as "Contractor".

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids  
Information to Bidders  
Special Provisions  
Bid Proposal  
Contract

Vicinity Maps  
Water Conservation Ordinance

The July 1992 Edition Standard  
Specifications, State of California  
Business and Transportation Agency,  
Department of Transportation

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

**ARTICLE I** That for and in consideration of the payments and agreements hereinafter mentioned, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to maintain in a good workmanlike and substantial manner to the satisfaction of the City the proposed maintenance of landscaped areas

**ARTICLE II** The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor,

**ARTICLE III** And the Contractor agrees to receive and accept the following prices as full compensation for furnishing the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents and the requirements of the Engineer under them, to-wit:

**ARTICLE IV** By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

MAINTENANCE OF ASSESSMENT DISTRICT LANDSCAPE AREAS BASED ON WEEKLY SERVICE				BID PRICE -INDIVIDUAL ITEM PER WEEK				
ALLI	SITE	DESCRIPTION & LOCATION	Square Feet	PRUNING AS NEEDED	WEED CONTROL	LITTER PICKUP	IRRIGATION MAINTENANCE	WEEKLY TOTAL PER SITE
1	R2020	N/W Stockton St and Almond Dr	16,470					
2	R2022	N side of Almond Dr E/O Stockton St	4,950					
3	R2014	Traffic Circle - Cherrywood	1,256					
4	T1591	N side of Harney Ln - Poppy Dr to west end	14,850					
5	T1594	N side of Harney Ln - Poppy Dr to east end	9,787					
6	T1298	N side of Harney Ln - Legacy Wy to west end	12,825					
7	T1349	West side of Mills Av – Harney Ln to Wyndam w y	7,965					
8	T1399	Harney Ln – Mills Av to west end	7,087					
9	T2182	Harney Ln – Panzani Wy to Porta Rosa Wy	1,020.					
10	T2194	Harney Ln – Panzani Wy to Cherokee Ln	14,981					

MAINTENANCE OF ASSESSMENT DISTRICT LANDSCAPE AREAS BASED ON WEEKLY SERVICE				BID PRICE - INDIVIDUAL ITEM PER WEEK				
ITEM	SITE	DESCRIPTION & LOCATION	Square Feet	PRUNING AS NEEDED	WEED CONTROL	LITTER PICKUP	IRRIGATION MAINTENANCE	WEEKLY TOTAL PER SITE
11	T2176	West side of Cherokee Ln – Harney Ln to north end	20,850					
12	T2153	Villas common drives – Via Marco Ln	2,880	NA			NA	
13	T2157	Villas common drives – Corfino Ln	2,880	NA			NA	
14	T2164	Villas common drives – Massarosa Ln east	2,880	NA			NA	
15	T2163							
16	T2173	Villas common drives – San Pietro Ln	2,880	NA			NA	
17	T2175	Villas common drives – Felino Ln	2,880	NA			NA	
18	T2166	Villas common drives – Palazzo Ln	2,880	NA			NA	
19	T2183	Villas common drives – Vallini Ln						
20	T2184	Villas common drives – Marano Ln	2,880	NA			NA	
21	T2185	Villas common drives – Mercato Ln	2,880	NA			NA	
22	T1300	Walkway – Katnich to Wyndham	5625					
24	T1200	Lower Sacramento Road – Vintage Oaks to north end	1,701					
25	T1210	Lower Sacramento Road – Vintage Oaks to south end	1,701					

MAINTENANCE OF ASSESSMENT DISTRICT LANDSCAPE AREAS BASED ON WEEKLY SERVICE				BID PRICE - INDIVIDUAL ITEM PER WEEK				
ITEM	SITE	DESCRIPTION & LOCATION	Square Feet	PRUNING AS NEEDED	WEED CONTROL	LITTER PICKUP	IRRIGATION MAINTENANCE	WEEKLY TOTAL PER
		Lower Sacramento Road – Center median east						
27	T1396	Harney Lane –E/O Legacy Wy to east end	9,112					
				PRUNING AS NEEDED	WEED CONTROL	LITTER PICKUP	IRRIGATION MAINTENANCE	
		Weekly Totals						
		ANNUALIZED COST BASED ON ONE VISIT PER WEEK (52 Weeks)					GRANDTOTAL	\$

RF=REVERSE FRONTAGE

**ARTICLE V** It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE PERIOD FOR THIS CONTRACT IS JULY 1,2008 THROUGH JUNE 30,2009, AND THE CONTRACTOR AGREES TO SUBMIT MONTHLY BILLINGS NO LATER THAN THE 10<sup>TH</sup> OF EACH MONTH.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands the day and year first written.

\_\_\_\_\_  
CONTRACTOR

Dated: \_\_\_\_\_,2008

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
TYPE OF ORGANIZATION

Individual, Partnership or Corporation

(Affix corporate seal if Corporation)

\_\_\_\_\_  
Address

\_\_\_\_\_  
( )  
Telephone

CITY OF LODI  
a Municipal corporation

\_\_\_\_\_  
Blair King  
City Manager

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Randi Johl  
City Clerk

\_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney

\_\_\_\_\_  
Date

1. GENERAL STIPULATIONS

- 1.1 Changes Clause In the event of significant changes during the terms of this contract in the scope of the work covered by this contract, such as the need to discontinue service because of the closing or major modification of a facility, the Contract shall be modified as it pertains to that particular facility or facilities.
- 1.2 Cancellation Clause If at any time the City determines that service being rendered does not comply with the terms of this Contract, the City shall have the right to terminate the contract effective thirty (30) days following the mailing of written notice to the Contractor at Contractor's usual place of business.
- 1.3 Payment for Work Performed The City will pay the Contractor for work performed under the terms of this contract, at regular intervals of once or twice a month dependent upon bid results, on a date mutually agreed upon. The payment shall be based on the amount bid for each facility and only for those facilities where work has been completed by the Contractor, inspected and approved by the City. The Contractor must submit an itemized monthly billing on billing documents provided by the City. Holidays falling on weekdays and inclement weather do not relieve the Contractor from his weekly obligations. All missed days must be made up that week. Payment for areas where work is not completed shall be deducted from monthly payment as per bid. Supplemental work for work not completed due to weather or other reason not in the control of the contractor, may be negotiated to forgo the non-payment.
- 1.4 Period of Contract This Contract provides for accomplishment of specified work for a period of twelve (12) months following award of Contract, from July 1, 2008 through June 30, 2009.
- 1.5 Option to Renew By mutual agreement, the City and Contractor may enter into an agreement for an annual extension of this contract.

2. SPECIAL STIPULATIONS

- 2.1 Each bidder shall provide the City with a list of two **(2)** references (Name, Agency/Owner and Telephone Number) or maintenance projects comparable to those under these specifications. Review of this material will be evaluated as part of recommending the successful bidder to the City Council.
- 2.2 The Contractor shall be responsible for the skills, methods, and actions of Contractor's employees. The Contractor shall instruct all employees that they are not required to respond to questions, suggestions or instructions from City employees other than the designated representative of the Public Works Director.
- 2.3 Worker's Compensation Insurance The Contractor shall carry full Worker's Compensation Insurance coverage for all persons employed in carrying out the work, including subcontractor's employees, under this contract in accordance with the "Workmen's Compensation and Insurance Act," Division IV of the Labor Code



of the State of California and any acts amendatory thereof. A certificate showing the issuance of such a policy shall be on file with the City Clerk at all times during the term of this agreement.

- 2.4 Public Liability and Property Damage Insurance The Contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them and the amount of such insurance shall be as follows:

a. COMPREHENSIVE GENERAL LIABILITY:

\$1,000,000 Bodily Injury - Each Occurrence/Aggregate;  
\$1,000,000 Property Damage - Each Occurrence/Aggregate; or;  
\$1,000,000 Combined Single Limits.

b. COMPREHENSIVE AUTOMOBILE LIABILITY;

\$1,000,000 Bodily Injury - Each Person;  
\$1,000,000 Bodily Injury - Each Occurrence;  
\$1,000,000 Property Damage - Each Occurrence; or  
\$1,000,000 Combined Single Limits.

- c. A copy of the certificate of insurance with the following endorsements shall be furnish to the City:

1. Additional Named Insured Endorsement Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents and Employees as additional named insured insofar as work performed by the insured under written contract with the City of Lodi. This endorsement shall be on the form furnished by the City.
2. Primary Insurance Endorsement Such insurance as is afforded by the endorsement for the Additional Insured shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
3. Severability of Interest Clause The term "insured is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
4. Notice of Cancellation or Change in Coverage Endorsement This policy may not be canceled nor the coverage reduced by the company without 30 days prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241-1910.

- d. Contractor shall have Contractor's insurance agent sign and return to the City one copy of the City-furnished form of Additional Insured Endorsement and form of Certificate of Insurance.
- 2.5 Assignment The Contractor shall not assign nor shall not attempt to assign this agreement without the written consent of the City having been first obtained.
- 2.6 Damages Contractor will report to the Director's representative damages caused by Contractor's employees or equipment to plant material, irrigation system or other public facilities, and repair same at Contractor's expense.
- 2.7 Equipment Each bidder shall provide a list of equipment to be utilized for landscape maintenance.

### 3. DESCRIPTION OF WORK

- 3.1 The Contractor shall furnish all labor, equipment and other services necessary for the complete maintenance, in accordance with the provisions of this agreement, of the following City of Lodi landscape areas. Site locations are shown on Vicinity Maps, which are made a part of these specifications.

The landscape area is defined as all lawn areas, trees, shrubs, mowing strips, hard surface, and adjacent walkways, ground cover, flower beds, bare areas, as presently exist on the aforementioned sites. Islands and medians are the entire site up to and including the intersecting point of concrete and asphalt.

All sites will be visited on a weekly frequency for the purposes of pruning, weeding, litter or leaf removal.

### 4. MAINTENANCE SPECIFICATIONS

#### 4.1 Workmanship, Quality and Appearance Level

- a. It is the intention of the City to require the highest level of quality in landscape maintenance compatible with good practice.
- b. The Contractor shall insure that all work under this agreement is supervised by contractor employed supervisory personnel who are technically qualified and possess management skill required to implement modern methods and newly developed horticulture procedures. The contractor shall be responsible for the skills, methods, appearance and actions of Contractor's employees and for all work done.
- c. Any plants, lawn, trees, shrubs, etcetera. which die while under the care of the contractor during the length of this contract, will be replaced at the contractor's expense with a like plant similar in size. This may be mitigated if the contractor notifies the City's representative in writing, documenting the problem, and what steps the contractor has done to maintain the plant and a suggested course of action to correct the problem.

- 4.2 Landscape Maintenance The Contractor shall maintain all landscaped areas on the sites covered by this agreement in a healthy growing condition by performing in the following operations and other work incidental thereto:

d. Weed, Disease and Pest Control

1. The Contractor shall be responsible for the selection and proper application of insecticides, fungicides, herbicides or rodenticides. Only a license-holding PCO or QAL will be allowed to apply pesticide. The Contractor shall obtain approval for all pesticide use from the Director's designated representative prior to use. Any property damage resulting from the use of such pesticides shall be the responsibility of the Contractor.
2. Ground cover areas shall be kept 95% free of weeds minimum. Weeding may be done manually or by the use of selective weed killers or pre-emergent sprays except as noted for daffodil planting areas. The Contractor shall exercise extreme care in the use of selective weed killers so as not to damage any other plants. If spraying is permitted, it shall be done only when wind velocity does not exceed five (5) m.p.h.
3. Gravel and decomposed granite areas shall be kept 99% free of visible weeds at all times, weeding as specified in the bid document.
4. Should any site not be kept weed free as specified in items 2 and 3 above, the bid price for pruning, and weed control for that site shall be deducted on a per occurrence basis.
5. If poison baits are used for the control of moles, ground squirrels and gophers, such baits shall be placed so as not to create a hazard to persons or pets.
6. In non-turf areas, Ronstar G is preferred for pre-emergent weed control, and Roundup Pro is preferred for post-emergent weed control.
7. The areas immediately adjacent to all landscaped areas and maintained sites shall be kept weed free. This includes areas of concrete curb and gutter to asphalt contacts, concrete median ends, paving stones, sidewalks, and parking areas.
8. Any weeds left on any site that exceeds three (3) inches in height shall be removed by mechanical (hand, hoe, etc.) means. Weeds include, but are not limited to, dandelions, spurge, oxalis, volunteer trees and shrubs, and/or any plant not planted on the site.

e. Fertilizing

1. Shrubs, trees, annuals, ground cover and all cultivated areas shall be fertilized twice a year with City of Lodi supplied fertilizer in the Spring and Fall as instructed by the Director's designated representative.
2. **All** fertilized areas shall be watered immediately before and after fertilization to prevent burning. Burning due to improper fertilization shall be considered as "property damage" and shall be corrected by the Contractor. All fertilizers will be furnished by the City of Lodi. **All** fertilizer will be applied according to the label at the proper rates for all turf, ground cover, shrubs, and trees.

f. Watering

1. All water will be furnished by the City of Lodi at no charge to the Contractor.
2. Wherever or at any time that a regularly installed sprinkler irrigation system does not adequately cover the area in which it is installed due to broken or malfunctioning component parts of the system, it shall be the responsibility of the Contractor to immediately report it to the Director's designated representative and make necessary repairs. All repairs will be made by the contractor and considered in the bid as normal maintenance of the irrigation system.
3. Watering shall be done in the early morning and shall be controlled to prevent excessive run-off, ponding and overwatering and shall comply with the City's Water Conservation Ordinance **(Exhibit A)**.

g. Pruning

1. Shrubs shall be pruned for shape and to remove and prevent growth which will project into traffic lanes, sidewalks, walkways, or parking areas so as not to hamper or cause interference with traffic. Adjacent to turn pockets, parking lot exits or near intersections where sight distance must be maintained, shrubs shall be maintained at a height not greater than thirty (30) inches. Pruning shall be performed as needed, at least quarterly with one quarter in June on the required plants. The Contractor shall also notify the Director's representative when the pruning is completed.

All hedges shall be sheared as needed quarterly minimum. This includes Photinia, Escalonia, Xylosma, Ligustrum, some Pittosporum species, and any other plants designated as hedges by the Director's representative. Plants that grow in a round or "fountain" manner, such as Nandina or Berberis species, shall be

thinned, or thinned to the base, as needed. Natural growth habits shall be encouraged, on these plants, and no shearing will be permitted. Any plant material growing over or into the sites from an adjacent site shall be pruned **so** it does not encroach **not** the landscaped site.

**All** Creeping Fig and Boston ivy shall be maintained at four **(4)** inches from wall surfaces, trimmed as needed, quarterly minimum, with one quarter in June, and maintained to prevent it from growing under flashing, covering site identification signs, lights, awnings, over the top of walls, etc., on an as needed basis.

2. Small tree pruning within the landscaped areas is part of this contract. This contract includes ornamental and small shade trees less than **25** feet tall. Pruning shall be done under the supervision of a Certified Arborist.

h. Tree Staking

1. It shall be the responsibility of the Contractor to replace any damaged tree stakes.
2. It shall be the responsibility of the Contractor to replace tree ties as required and ~~retie~~ existing ties as required to keep them from harming the tree trunk. The Contractor will furnish tree ties.

i. Cleanup and Recycling

1. The Contractor shall **collect** all leaves, clippings, trimmings, cuttings, rubbish and any and all debris at each site covered by the agreement and shall remove the same promptly from each site. This work is to be performed at each site on the prescribed maintenance day as set forth in the contractor provided maintenance schedule. **All** work shall be done at the Contractor's expense. No clippings, trimmings, cuttings, rubbish or debris resulting from Contractor's performance under this agreement shall be deposited in the refuse cans placed by the City at various locations in the areas covered by this agreement.
2. Contractor must recycle or compost all green waste (grass clippings, leaves, prunings, etc.) from City property in a manner that does not add to solid waste. Contractor must provide monthly accounting for waste recycling with the monthly bill. Accounting will be done once a month provided with bill and must include: Description of material being recycled; copies of certified weight tickets of material being recycled, if no weight tickets are available, documentation of estimated weight **and/or** cubic yards of material being recycled; a description of where the material is being recycled and its post recycling use.

3. All parking lots are to be cleared of loose debris, including but not limited to leaves, small branches, loose papers, etc. Corner clutter is also to be cleared. Cleaning of lots, parking areas, driveways, any and all surfaces adjacent to landscaped areas shall be to the property line for all sites.

k. Irrigation

1. Contractor shall maintain irrigation systems on all sites under contract. Systems shall be monitored for adequate coverage and controlled to prevent excessive runoff, ponding and over-watering. All watering shall be done in compliance with the City of Lodi Water Conservation Ordinance (Exhibit A). Should the watering cause violations to this ordinance, the Contractor shall be responsible for compliance, and any and all fines imposed by failure to comply. All items, which cause water wasting, shall have corrections completed within twenty-four (24) hours upon notification to the contractor by the City, including, but not limited to, sprinkler times, broken heads, and leaking valves. Contractor shall protect existing facilities from freezing. Backflow preventers, vacuum breakers shall be covered by Contractor with City supplied insulated covers.
2. It is Contractor's responsibility to provide all maintenance on the irrigation system by providing a dedicated technician that will be available to respond to any irrigation problem within twenty-four hours. Irrigation maintenance includes, but is not limited to, repair of broken lines, missing heads, damage due to accidents or vandalism, tree roots, or any other item that may cause the system to function improperly. All replacement parts and materials shall be supplied by the Contractor.
3. It is the Contractor's responsibility to notify the City's representative in writing immediately upon discovery of any problem affecting the appearance of a site or the health of any plants. Any plants, lawn, trees, shrubs, etcetera, which die while under the care of the contractor during the length of this contract, will be replaced at the contractor's expense with a like plant similar in size. This may be mitigated if the contractor notifies the City's representative in writing documenting the problem and what steps must be taken to maintain the plant's health with a suggested course of action to correct the problem. Once the contractor is notified by the City of Lodi of any plant problem, it will be the contractor's responsibility to correct any and all problems at their own expense including plant replacement.

# **EXHIBIT A**

## **Water Conservation Ordinance**

# WATER CONSERVATION ORDINANCE

## Lodi Municipal Code, Chapter 13.08, Article III.

### **Waste.** (Section 13.08.220)

The waste of water is prohibited and any waste shall make the person subject to the provisions of this article

### **Defined.** (Section 13.08.230)

"Waste of water" includes but is not limited to the following:

A Failure to repair a controllable leak of water:

6 The watering of lawns, flowerbeds, landscaping, ornamental plants or gardens on days or at times other than those allowed in Section 13.08.240 of this article;

C. Washing of sidewalks, driveways, parking areas, tennis courts, patios, streets or other exterior paved areas or buildings except when required to remove any spillage of substances that may be a danger to public health or safety;

D. Washing with water any motor vehicles, trailers or movable equipment other than with a bucket and rinsing the vehicle or equipment by use of a hose for not more than three minutes;

E Use of a hose without a positive shut off nozzle;

F The excess watering of any area so that water flows into a gutter or any drainage area for a period exceeding three minutes.

G The unnecessary running of water in any residential, commercial or industrial establishment onto the floor, pavement, ground or into any drain or drainage area, with any equipment or in any way for more than three minutes,

H. Overwatering of lawns or landscapes from November 1 through February 28, or during or immediately following a rain.

### **Watering days/hours.** (Section 13.08.240)

A. Days The watering of lawns, flowerbeds, landscaping, Ornamental plants or gardens throughout the year shall be allowed as follows:

- 1 Premises having odd numbered street addresses On Wednesday, Friday and Sunday;
- 2 Premises having even numbered street addresses on Tuesday, Thursday, and Saturday.

B Hours. Watering of lawns, flowerbeds, landscaping, ornamental plants or gardens shall be allowed at any hour except that between May 1 and September 30 (inclusive) of each year watering between the hours of 10 a.m. and 6 p.m. is prohibited

### **Enforcement procedures.** (section 13.08.250)

A Whenever the City becomes aware of a waste of water the City shall notify the person at the premises where the waste of water occurred by delivering an Information Sheet The Information Sheet shall describe the waste of water in order that it be corrected, cured or abated immediately or within such specified time as the City believes is reasonable under the circumstances In addition the Information Sheet may be given to any other Person known to the City who is responsible for that waste of water or the correction thereof and may be delivered to the premises every time a waste of water occurs

B. In the event of a second waste of water within a 12 month period, the City will send a written notice stating the date(s), time(s) and type(s) of water waste to the person who regularly receives the utility bill for the premises where the wasting occurred.

C. In the event of a third waste of water within 12 months of any previous waste of water, a written notice will be mailed assessing a thirty-five dollar charge to be added to the next monthly utility bill.

D. In the event of a fourth waste of water within 12 months of any previous waste of water, a written notice will be mailed assessing a seventy-five dollar charge to be added to the next monthly utility bill.

E. In the event of a fifth or any subsequent waste of water within 12 months of any previous waste of water, a written notice will be mailed assessing a one hundred and fifty dollar charge to be added to the next monthly utility bill. The City may also require the owner or user to pay for the cost of installation of a water meter service as a prerequisite to continuing service. The City may also install a flow restriction device, on the water service and require the owner or user to pay for the costs of installation and/or removal.

### **Strict application** (Section 13.08.260)

If the Public Works Director or a designated representative determines the strict application of any of the provisions of this article may cause undue hardship or public health or safety to suffer, or if other special circumstances exist, the strict application may be waived. Special circumstances would include, but not be limited to: newly planted areas, newly seeded areas, washing down after cement work and pressure washing a building before painting. The decision of the public works director may be appealed to the City Council as described in 13.08.265 of this article.

### **Appeals.** (Section 13.08.270)

If the ruling made by the Public Works Director is unsatisfactory to the person requesting reconsideration, the person may, within twenty days after notification of the City's action, file a written appeal to the City Council. The written appeal shall be heard by the City Council within twenty days from the date of filing. The City Council shall make a final ruling on the appeal within twenty days of the hearing. The Public Works Director's decision, action or determination shall remain in effect during such period of reconsideration except that any charges assessed under this article will be stayed until the City Council has made its decision.

### **Violation-Infraction.** (Section 13.08.280)

In addition to the enforcement procedures and surcharges set forth in this article, any person who wastes water, as defined in this article, may also be charged with an infraction.

### **Emergency water conservation-Purpose** (Section 13.08.290)

The purpose of emergency water conservation is to assist meeting water pressure and/or supply demands when the water system cannot or may not be adequate and the failure to meet such demands may result in harm to the water system and/or jeopardize the health and safety of the public. The Public Works Director or a designated representative shall determine the degree of emergency and determine what additional restrictions of water use or other appropriate actions must be taken to protect the water system and the citizens of Lodi.





**PUBLIC WORKS DEPARTMENT**  
**WATER CONSERVATION OFFICE**  
**(209)333-6829**

# INFORMATION SHEET

## Requirements of the City of Lodi Water Conservation Ordinance

### Ordinance Requirements - Water waste includes but is not limited to:

1. Allowing a controllable leak of water to go unrepaired.
2. Watering lawns, flower beds, landscaping, ornamental plants or gardens except on watering days as follows:  
Odd-numbered addresses on Wednesday, Friday and Sunday; Even-numbered addresses on Tuesday, Thursday, and Saturday. (WATERING IS NOT ALLOWED ON MONDAYS)
3. Watering lawns, flower beds, landscaping, ornamental plants and gardens between **10 a.m.** and **6 p.m.** from May 1 through September 30 each year. (WATERING BETWEEN THOSE HOURS IS NOT ALLOWED)
4. Washing down sidewalks, driveways, parking areas, tennis courts, patios, other paved areas or buildings.
5. Washing any motor vehicle, trailer, boat, moveable equipment except with a bucket. A hose shall **be** used for rinsing only and for not more than three (3) minutes.
6. Use of a hose without a positive shut off nozzle. (NO OPEN HOSES)
7. Allowing excess water to flow into a gutter or any drainage area for longer than three (3) minutes
8. Overwatering lawns/landscapes, specially from November 1 through February 28, or during and immediately after a rain.

### Water Wasting Rates and Enforcement - Education and cooperation is our first goal, but the following enforcement procedures and charges will be followed for water wasting.

- 1st Water Waste - City will leave an information sheet describing the waste so that it may be corrected.
- 2nd Water Waste! - City will give written notice requiring corrective action. \*Within 12 months of a 1st Water Waste
- 3rd Water Waste\* - City will give written notice, and a \$35 charge will be added to the next utility bill. \*Within 12 months of a 2nd Water Waste
- 4th Water Waste! - City will give written notice, and a \$75 charge will be added to the next utility bill. \* Within 12 months of a 3rd Water Waste
- 5th and Subsequent Water Wastes! - City will give written notice and a \$150 charge will be added to the next utility bill AND the City may require a water meter **and/or** flow restrictor to be installed at the waster's expense  
\*Within 12 months of the previous Water Waste

### Water saving tips and other Water Conservation Program information:

1. Before washing down paved areas for public health or safety (see #4 above) or for any special circumstances call the Water Conservation Office at 333-6829 for prior approval.
2. If you need extra watering due to fertilizer application or for **new turf/seeding**, please **first notify** the Water Conservation Office at 333-6829.
3. For lawns with a run-off problem, apply water for a **short** period of time and then allow enough time for it to soak in before turning the water back on. for example; 5 minutes on, 20 minutes off, 5 minutes on. This will increase the amount of water being absorbed and decrease the amount of water running into the gutter. Consult landscapers/gardeners/nurseries for improving your lawns water absorbing capacity and for other ideas.
4. During and following rain it is **not** necessary to water lawns and landscaping, and normally from November 1 through February 28, **one** watering per week or less is **more** than enough.
5. Regularly replace your back-up batteries in your automatic sprinkler controls to prevent excess watering due to power failures or interruptions.

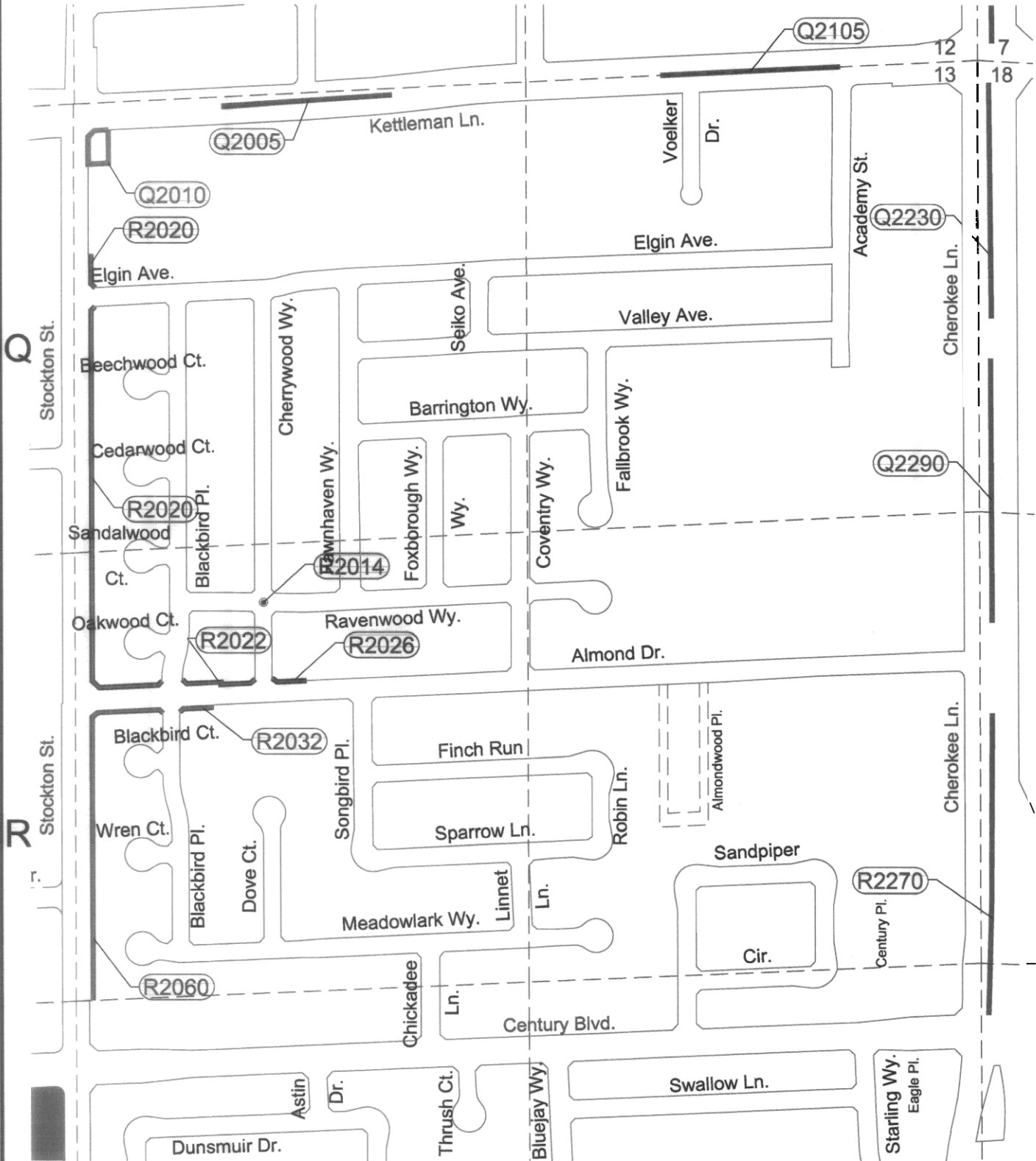
**If you have any questions, need to discuss any violations, would like further information concerning water conservation, or to report water waste, please call the Water Conservation Office at 333-6829.**

**This is Not a Citation. However, if you have received any previous notice within the last 12 months, a written notice may follow.**

# VICINITY MAPS

20

21



1" = 400'

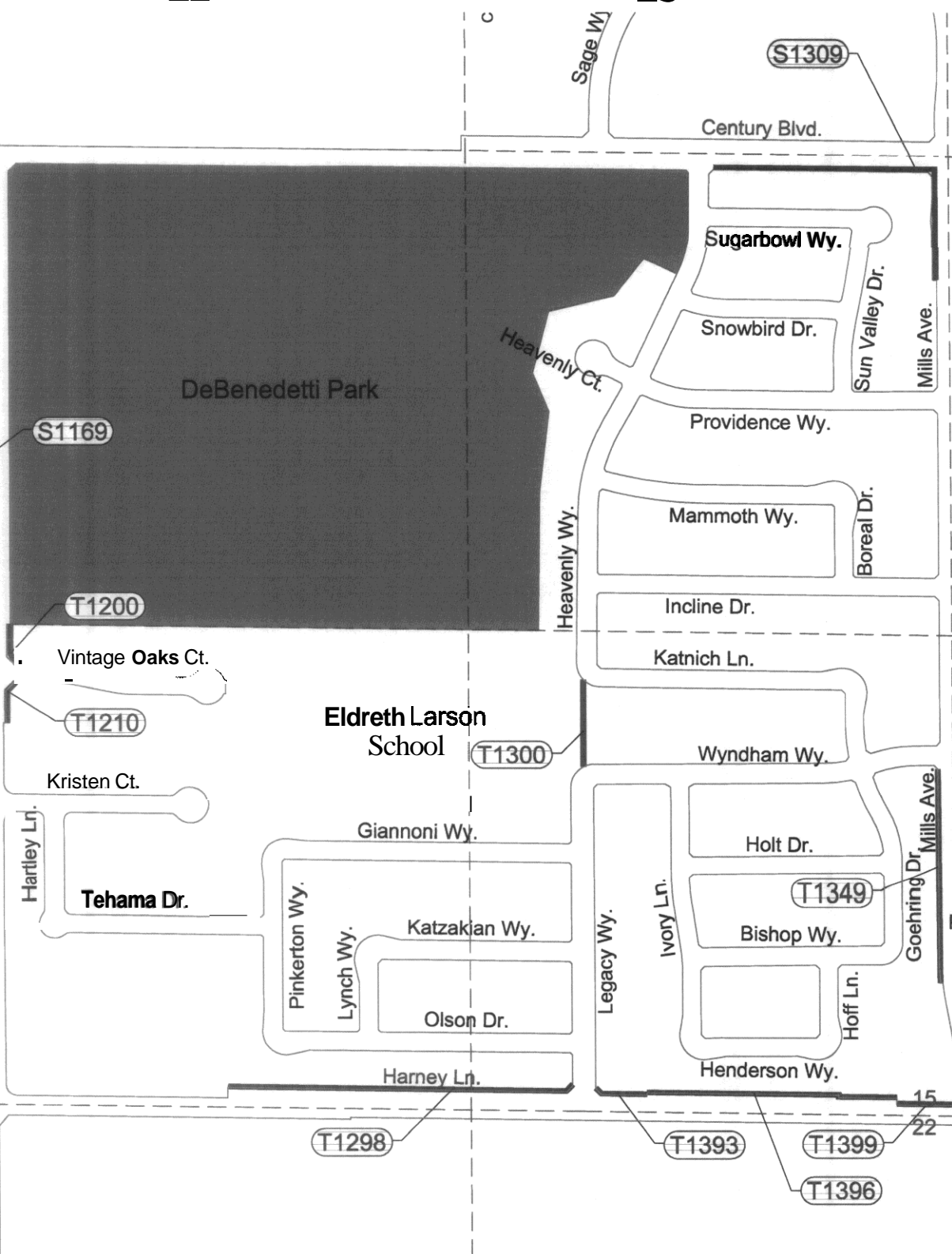
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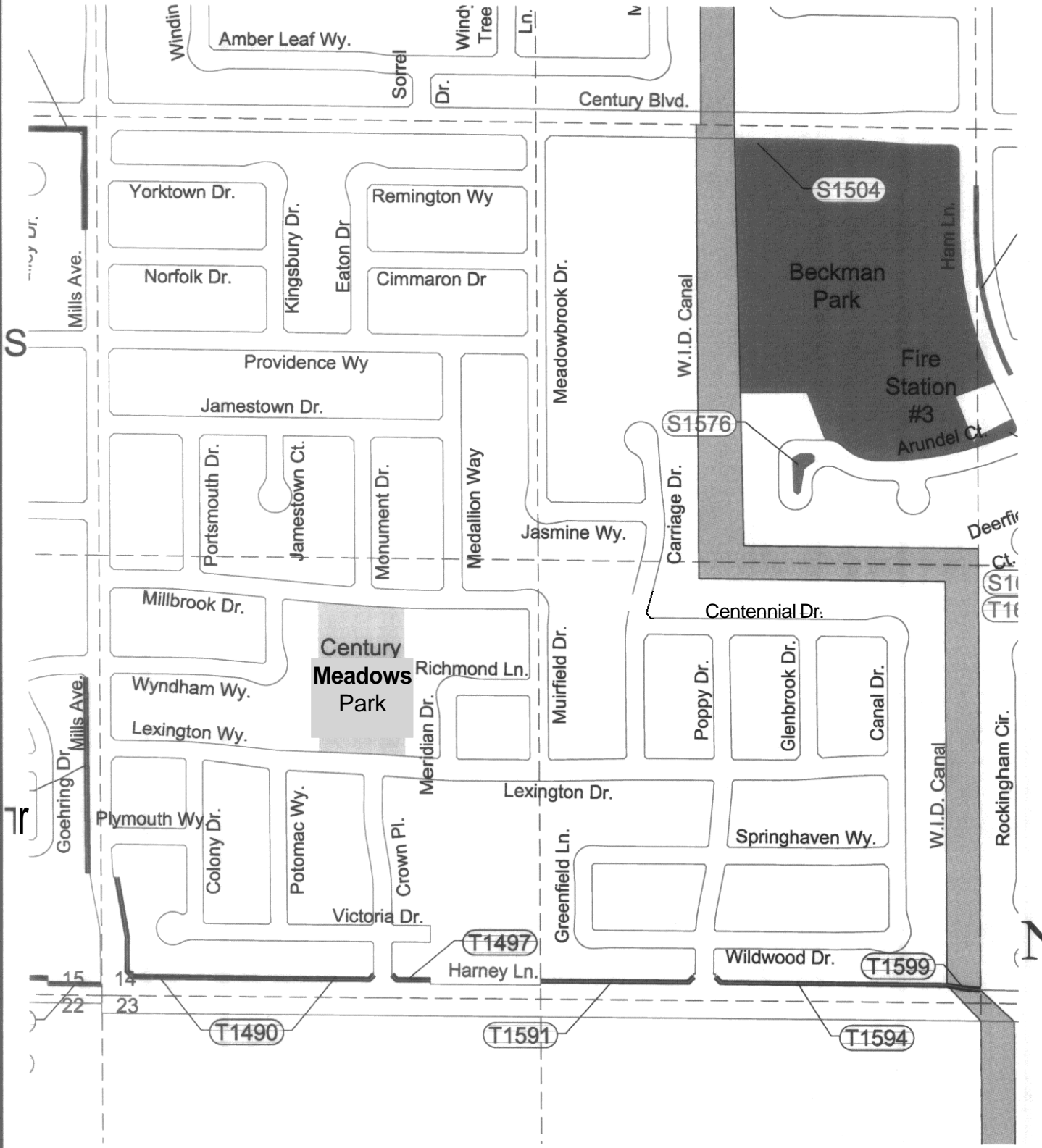


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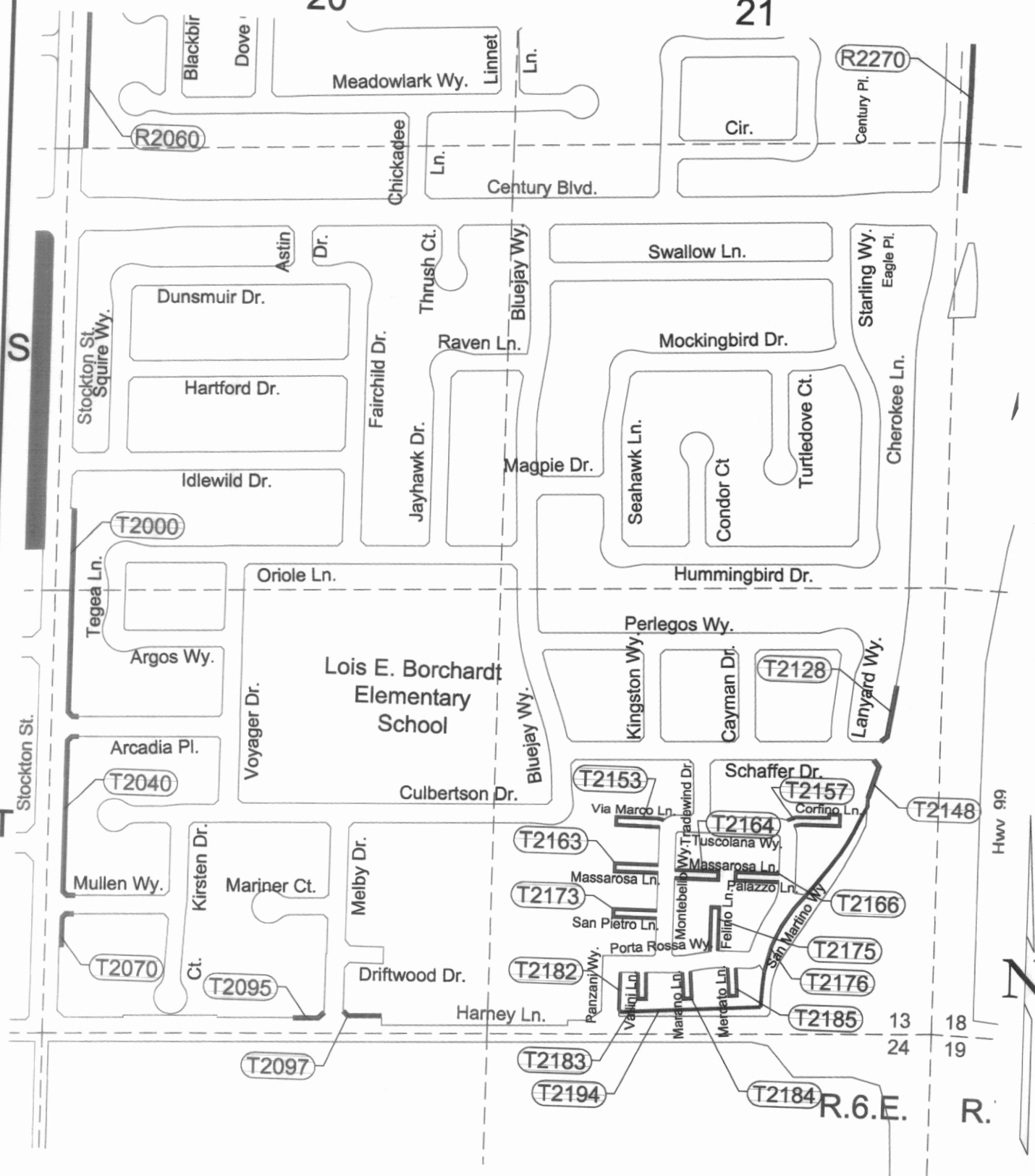
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1" = 400'

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